

Effective with deliveries to the first user on or after March 1, 1985.

Caterpillar Warranty

INDUSTRIAL, AGRICULTURAL, AND MARINE ENGINES, MARINE TRANSMISSIONS AND ELECTRIC POWER GENERATION PRODUCTS

Caterpillar warrants the following products sold by it for use in Industrial, agricultural and marine applications to be free from defects in material or workmanship:

- New, Remanufactured and Major Component Exchange (MCE) Engines.
- Marine transmissions.
- Electric power generation products.

This warranty does not apply to:

- Any item Caterpillar sells that is warranted directly to the user by its manufacturer.
- Products sold for use in on-highway vehicles, machines manufactured by Caterpillar or products sold for use in personal, family, or household applications in the United States of America.

This warranty is subject to the following:

Warranty Period

The warranty period for new engines, marine transmissions and electric power generation products is 12 months (24 months for standby electric generators and mobile agricultural machines) starting from date of delivery to the first user.

The warranty period for Remanufactured and MCE engines is 6 months from date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will provide through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- New, or MCE, Remanufactured or Caterpillar approved repaired parts and/or components, at Caterpillar's choice, needed to correct the defect.

NOTE: Items replaced under this warranty become the property of Caterpillar.

- Reasonable and customary labor during normal working hours needed to make the warranty repair.
- Labor needed to disconnect and reconnect the product from its attached equipment, mounting, and support systems.
- Reasonable travel expenses, if Caterpillar chooses to perform the repair in the field.
- Usual and customary parts shipping charges via surface freight to the approved source.
- Lubricating oil, filters, antifreeze and other service items made unusable by the defect.

User Responsibilities

- User is responsible for:
 - All costs for transporting the product or equipment in which the product is installed.
 - Travel expenses for field repair not covered under "Caterpillar Responsibilities."
 - Premium or overtime labor costs, if the user requests such extraordinary service.
 - Any removal and installation costs beyond those required to disconnect and reconnect the product from its attached equipment, mounting, and support systems.
 - Parts shipping charges in excess of those which are usual and customary.
 - Local taxes, if applicable.
 - Costs to investigate performance complaints which are not caused by a defect in Caterpillar material or workmanship.
 - Giving timely notice of a warranty failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for failures resulting from:

- Any use or installation which Caterpillar judges improper.
- Attachments, accessory items and parts not sold or approved by Caterpillar.
- Abuse, neglect and improper repair.
- User's unreasonable delay in making the product available after being notified of a potential product problem.

This warranty is expressly in lieu of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Remedies under this warranty are limited to the provision of material and services, as specified herein. Caterpillar is not responsible for incidental or consequential damages.

As used in this warranty the term "Caterpillar" means Caterpillar Tractor Co. or one of its subsidiaries, whichever last sold the product involved.